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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**  
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11 ADRIAN ROMERO,

12 Plaintiff,

13 v.

14 COUNTY OF LOS ANGELES;  
15 SERGIO CAMPOS; DAMIEN  
GUERRERO; JUSTIN PEREZ; and  
16 DOES 1-10, inclusive,

17 Defendants.  
18

Case No. 2:23-cv-02025-GW(PVCx)

**STIPULATED PROTECTIVE  
ORDER**

19 **1. A. PURPOSES AND LIMITATIONS**

20 As the parties have represented that discovery in this action is likely to  
21 involve production of confidential or private information for which special  
22 protection from public disclosure and from use for any purpose other than  
23 prosecuting this litigation may be warranted, this Court enters the following  
24 Protective Order. This Order does not confer blanket protections on all disclosures  
25 or responses to discovery. The protection it affords from public disclosure and use  
26 extends only to the limited information or items that are entitled to confidential  
27 treatment under the applicable legal principles. Further, as set forth in Section 12.3,  
28 below, this Protective Order does not entitle the parties to file confidential

1 information under seal. Rather, when the parties seek permission from the court to  
2 file material under seal, the parties must comply with Civil Local Rule 79-5 and  
3 with any pertinent orders of District Judge George H. Wu and Magistrate Judge  
4 Pedro V. Castillo.

5 If any material disclosed or obtained in the course of the instant litigation is  
6 intended to be used for any purpose other than prosecuting this litigation, the party  
7 seeking public disclosure or dissemination of such materials must first seek approval  
8 from the Court.

9 **B. GOOD CAUSE STATEMENT**

10 This action is likely to involve confidential information pertaining to  
11 personnel records and other materials subject to privacy protections for which  
12 special protection from public disclosure and from use for any purpose other than  
13 prosecution of this action is warranted. Limiting disclosure of these documents to  
14 the context of this litigation as provided herein will, accordingly, further important  
15 law enforcement objectives and interests, including the safety of personnel and the  
16 public, as well as individual privacy rights of plaintiff, the individual defendants,  
17 and third parties. Such confidential materials and information consist of, among  
18 other things, materials entitled to privileges and/or protections under the following:  
19 United States Constitution, First Amendment; the California Constitution, Article I,  
20 Section 1; California Penal Code §§ 832.5, 832.7 and 832.8; California Evidence  
21 Code §§ 1040 and 1043 et. seq; the Privacy Act of 1974, 5 U.S.C. § 552; Health  
22 Insurance Portability and Accountability Act of 1996 (HIPPA); the right to privacy;  
23 decisional law relating to such provisions; and information otherwise generally  
24 unavailable to the public, or which may be privileged or otherwise protected from  
25 disclosure under state or federal statutes, court rules, case decisions, or common  
26 law. Defendants also contend that such confidential materials and information  
27 consist of materials entitled to the Official Information Privilege.

28 Confidential information with respect to the Defendants may include, but is

1 not limited to: personnel files; internal investigative files and documents; email and  
2 written correspondence records; and policies and procedures that are kept from the  
3 public in the ordinary course of business, as well as other information that is not  
4 generally available to the public and is subject to the Official Information Privilege  
5 and other privileges. Confidential information with financial records; email and  
6 written correspondence records; video footage and/or photographs of the incident;  
7 and psychological and medical notes, evaluations, reports, and treatment plans.

8       Testimony taken at a deposition may be designated as Confidential by making  
9 a statement to that effect on the record at the deposition. Arrangements shall be  
10 made with the court reporter transcribing the deposition to separately bind such  
11 portions of the transcript containing information designated as Confidential, and to  
12 label such portions appropriately. Photographs, video or audio footage obtained  
13 through the course of discovery or otherwise may not be used for any purpose other  
14 than litigating this lawsuit. The parties agree to refrain from directly or indirectly  
15 disclosing or publicly disseminating deposition testimony, and/or photographs,  
16 video or audio footage obtained through the course of discovery or otherwise. If any  
17 party intends to use such materials for any purpose other than litigating this lawsuit,  
18 the party seeking public disclosure must first seek approval from the Court.

19       In light of the nature of the claims and allegations in this case and the parties'  
20 representations that discovery in this case will involve the production of confidential  
21 records, and in order to expedite the flow of information, to facilitate the prompt  
22 resolution of disputes over confidentiality of discovery materials, to adequately  
23 protect information the parties are entitled to keep confidential, to ensure that the  
24 parties are permitted reasonable necessary uses of such material in connection with  
25 this action, to address their handling of such material at the end of the litigation, and  
26 to serve the ends of justice, a protective order for such information is justified in this  
27 matter. The parties shall not designate any information/documents as confidential  
28 without a good faith belief that such information/documents have been maintained

1 in a confidential, non-public manner, and that there is good cause or a compelling  
2 reason why it should not be part of the public record of this case.

3 **2. DEFINITIONS**

4 2.1 Action: The instant action: Adrian Romero v. County of Los Angeles,  
5 et al., Case No. 2:23-cv-02025-GW(PVCx)

6 2.2 Challenging Party: a Party or Non-Party that challenges the  
7 designation of information or items under this Order.

8 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
9 how it is generated, stored or maintained) or tangible things that qualify for  
10 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
11 the Good Cause Statement.

12 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
13 their support staff).

14 2.5 Designating Party: a Party or Non-Party that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL.”

17 2.6 Disclosure or Discovery Material: all items or information, regardless  
18 of the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that are produced or  
20 generated in disclosures or responses to discovery in this matter.

21 2.7 Expert: a person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
23 an expert witness or as a consultant in this Action.

24 2.8 House Counsel: attorneys who are employees of a party to this Action.  
25 House Counsel does not include Outside Counsel of Record or any other outside  
26 counsel.

27 2.9 Non-Party: any natural person, partnership, corporation, association, or  
28 other legal entity not named as a Party to this action.

1           2.10 Outside Counsel of Record: attorneys who are not employees of a  
2 party to this Action but are retained to represent or advise a party to this Action and  
3 have appeared in this Action on behalf of that party or are affiliated with a law firm  
4 which has appeared on behalf of that party, and includes support staff.

5           2.11 Party: any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10          2.13 Professional Vendors: persons or entities that provide litigation  
11 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14          2.14 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL.”

16          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
17 Material from a Producing Party.

18 **3. SCOPE**

19          The protections conferred by this Order cover not only Protected Material (as  
20 defined above), but also (1) any information copied or extracted from Protected  
21 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
22 and (3) any deposition testimony, conversations, or presentations by Parties or their  
23 Counsel that might reveal Protected Material, other than during a court hearing or at  
24 trial.

25          Any use of Protected Material during a court hearing or at trial shall be  
26 governed by the orders of the presiding judge. This Order does not govern the use  
27 of Protected Material during a court hearing or at trial.

28

1 **4. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations  
 3 imposed by this Order shall remain in effect until a Designating Party agrees  
 4 otherwise in writing or a court order otherwise directs. Final disposition shall be  
 5 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
 6 or without prejudice; and (2) final judgment herein after the completion and  
 7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
 8 including the time limits for filing any motions or applications for extension of time  
 9 pursuant to applicable law.

10 **5. DESIGNATING PROTECTED MATERIAL**

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

12 Each Party or Non-Party that designates information or items for protection under  
 13 this Order must take care to limit any such designation to specific material that  
 14 qualifies under the appropriate standards. The Designating Party must designate for  
 15 protection only those parts of material, documents, items, or oral or written  
 16 communications that qualify so that other portions of the material, documents,  
 17 items, or communications for which protection is not warranted are not swept  
 18 unjustifiably within the ambit of this Order.

19 5.2 Manner and Timing of Designations. Except as otherwise provided in  
 20 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
 21 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
 22 under this Order must be clearly so designated before the material is disclosed or  
 23 produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic  
 26 documents, but excluding transcripts of depositions), that the Producing Party affix  
 27 at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL  
 28 legend”), to each page that contains protected material. If only a portion or portions

1 of the material on a page qualifies for protection, the Producing Party also must  
2 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
3 margins).

4 A Party or Non-Party that makes original documents available for inspection  
5 need not designate them for protection until after the inspecting Party has indicated  
6 which documents it would like copied and produced. During the inspection and  
7 before the designation, all of the material made available for inspection shall be  
8 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
9 documents it wants copied and produced, the Producing Party must determine which  
10 documents, or portions thereof, qualify for protection under this Order. Then, before  
11 producing the specified documents, the Producing Party must affix the  
12 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
13 portion or portions of the material on a page qualifies for protection, the Producing  
14 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
15 markings in the margins). The “CONFIDENTIAL legend” shall not obscure the  
16 legibility of the contents of the document or material and should be in the margins  
17 whenever possible.

18 (b) for testimony given in depositions that the Designating Party  
19 identifies on the record, before the close of the deposition as protected testimony.  
20 Photographs, video or audio footage taken at a deposition may not be used for any  
21 purpose other than litigating this lawsuit. The parties agree to refrain from directly  
22 or indirectly disclosing or publicly disseminating deposition testimony, and/or  
23 photographs, video or audio footage obtained through the course of discovery or  
24 otherwise, specifically including, but not limited to, print and online media  
25 organizations, or any other internet posting or social media. If any party intends to  
26 use such materials for any purpose other than litigating this lawsuit, the party  
27 seeking public disclosure must first seek approval from the Court.

28 (c) for information produced in some form other than documentary and



for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this



1 Action only for prosecuting, defending, or attempting to settle this Action. Such  
 2 Protected Material may be disclosed only to the categories of persons and under the  
 3 conditions described in this Order. When the Action has been terminated, a  
 4 Receiving Party must comply with the provisions of Section 13 below.

5 Protected Material must be stored and maintained by a Receiving Party at a  
 6 location and in a secure manner that ensures that access is limited to the persons  
 7 authorized under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
 9 otherwise ordered by the court or permitted in writing by the Designating Party, a  
 10 Receiving Party may disclose any information or item designated  
 11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
 13 well as employees of said Outside Counsel of Record to whom it is reasonably  
 14 necessary to disclose the information for this Action;

15 (b) the officers, directors, and employees (including House Counsel) of  
 16 the Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) Experts (as defined in this Order) of the Receiving Party to whom  
 18 disclosure is reasonably necessary for this Action and who have signed the  
 19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and Professional  
 23 Vendors to whom disclosure is reasonably necessary for this Action and who have  
 24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (g) the author or recipient of a document containing the information or  
 26 a custodian or other person who otherwise possessed or knew the information;

27 (h) during their depositions, witnesses, and attorneys for witnesses, in  
 28 the Action to whom disclosure is reasonably necessary provided: (1) the deposing

1 party requests that the witness sign the “Acknowledgment and Agreement to Be  
 2 Bound” form attached as Exhibit A hereto; and (2) they will not be permitted to  
 3 keep any confidential information unless they sign the “Acknowledgment and  
 4 Agreement to Be Bound” attached as Exhibit A, unless otherwise agreed by the  
 5 Designating Party or ordered by the court. Pages of transcribed deposition  
 6 testimony or exhibits to depositions that reveal Protected Material may be separately  
 7 bound by the court reporter and may not be disclosed to anyone except as permitted  
 8 under this Protective Order; and

9 (i) any mediator or settlement officer, and their supporting personnel,  
 10 mutually agreed upon by any of the parties engaged in settlement discussions.

11 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
 12 **PRODUCED IN OTHER LITIGATION**

13 If a Party is served with a subpoena or a court order issued in other litigation  
 14 that compels disclosure of any information or items designated in this Action as  
 15 “CONFIDENTIAL,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification  
 17 shall include a copy of the subpoena or court order unless prohibited by law;

18 (b) promptly notify in writing the party who caused the subpoena or  
 19 order to issue in the other litigation that some or all of the material covered by the  
 20 subpoena or order is subject to this Protective Order. Such notification shall include  
 21 a copy of this Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be  
 23 pursued by the Designating Party whose Protected Material may be affected.

24 If the Designating Party timely seeks a protective order, the Party served with  
 25 the subpoena or court order shall not produce any information designated in this  
 26 action as “CONFIDENTIAL” before a determination by the court from which the  
 27 subpoena or order issued, unless the Party has obtained the Designating Party’s  
 28 permission, or unless otherwise required by the law or court order. The Designating

1 Party shall bear the burden and expense of seeking protection in that court of its  
 2 confidential material and nothing in these provisions should be construed as  
 3 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
 4 directive from another court.

5 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
 6 **PRODUCED IN THIS LITIGATION**

7 (a) The terms of this Order are applicable to information produced by a  
 8 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
 9 produced by Non-Parties in connection with this litigation is protected by the  
 10 remedies and relief provided by this Order. Nothing in these provisions should be  
 11 construed as prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to  
 13 produce a Non-Party's confidential information in its possession, and the Party is  
 14 subject to an agreement with the Non-Party not to produce the Non-Party's  
 15 confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-  
 17 Party that some or all of the information requested is subject to a confidentiality  
 18 agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the  
 20 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
 21 specific description of the information requested; and

22 (3) make the information requested available for inspection by  
 23 the Non-Party, if requested.

24 (c) If a Non-Party represented by counsel fails to commence the  
 25 process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving  
 26 the notice and accompanying information or fails contemporaneously to notify the  
 27 Receiving Party that it has done so, the Receiving Party may produce the Non-  
 28 Party's confidential information responsive to the discovery request. If an

unrepresented Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court unless otherwise required by the law or court order. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

**10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

**11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the

1 parties may incorporate their agreement into this Protective Order.

2 **12. MISCELLANEOUS**

3 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
4 person to seek its modification by the Court in the future.

5 12.2 Right to Assert Other Objections. No Party waives any right it  
6 otherwise would have to object to disclosing or producing any information or item  
7 on any ground not addressed in this Protective Order. Similarly, no Party waives  
8 any right to object on any ground to use in evidence of any of the material covered  
9 by this Protective Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal any  
11 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
12 orders of the assigned District Judge and Magistrate Judge. If a Party's request to  
13 file Protected Material under seal is denied by the court, then the Receiving Party  
14 may file the information in the public record unless otherwise instructed by the  
15 court.

16 **13. FINAL DISPOSITION**

17 After the final disposition of this Action, as defined in Section 4, within 60  
18 days of a written request by the Designating Party, each Receiving Party must return  
19 all Protected Material to the Producing Party or destroy such material. As used in  
20 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
21 summaries, and any other format reproducing or capturing any of the Protected  
22 Material. Whether the Protected Material is returned or destroyed, the Receiving  
23 Party must submit a written certification to the Producing Party (and, if not the same  
24 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
25 (by category, where appropriate) all the Protected Material that was returned or  
26 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
27 abstracts, compilations, summaries or any other format reproducing or capturing any  
28 of the Protected Material. Notwithstanding this provision, Counsel are entitled to

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1 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
3 reports, attorney work product, and consultant and expert work product, even if such  
4 materials contain Protected Material. Any such archival copies that contain or  
5 constitute Protected Material remain subject to this Protective Order as set forth in  
6 Section 4.

7 **14. VIOLATION**

8 Any violation of this Order may be punished by any and all appropriate  
9 measures including, without limitation, contempt proceedings and/or monetary  
10 sanctions.

11  
12  
13 **FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO**  
14 **ORDERED.**

15  
16  
17 DATED: June 26, 2023



HON. PEDRO V. CASTILLO  
U.S. MAGISTRATE JUDGE

HURRELL CANTRALL LLP  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Protective Order that was issued  
by the United States District Court for the Central District of California on  
\_\_\_\_\_ in the case of Adrian Romero v. County of Los  
Angeles, et al., Case No. 2:23-cv-02025-GW-PVC. I agree to comply with and to  
be bound by all the terms of this Protective Order and I understand and acknowledge  
that failure to so comply could expose me to sanctions and punishment in the nature  
of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Protective Order to any person or entity  
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Protective Order, even if such enforcement proceedings occur after termination of  
this action. I hereby appoint \_\_\_\_\_ [print or type full  
name] of \_\_\_\_\_ [print or type full address  
and telephone number] as my California agent for service of process in connection  
with this action or any proceedings related to enforcement of this Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_